

# **Exhibit A**

FILED  
MAY 23 2018

State of Minnesota

District Court

County

Judicial District: Fourth

Court File Number: 27-CV-18-8724

Case Type: Civil

LATIRA ANN BURNIP  
Petitioner

## Summons

vs / and  
METRO MOTOR SALES INC  
Respondent

This Summons is directed to:

METRO MOTOR SALES INC.

1. **You are being sued.** The Petitioner has started a lawsuit against you. The Petitioner's Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this summons.

2. **You must reply within 20 days to protect your rights.** You must give or mail to the person who signed this Summons a written response called an Answer within 20 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this Summons located at:

4328 CEDAR AVE SOUTH, MINNEAPOLIS, MN. 55407

3. **You must respond to each claim.** The Answer is your written response to the Petitioner's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Petitioner should not be given everything asked for in the Complaint, you must say so in your Answer.

4. **You will lose your case if you do not send a written response to the complaint to the person who signed the summons.** If you do not answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Petitioner everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.

5. **Legal Assistance.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written answer to protect your rights or you may lose the case.**

6. **Alternative Dispute Resolution.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

Dated: 5/23/2018

  
Signature

Name: Latina A. Burnip  
Address: 4328 Cedar Ave South  
City/State: Minneapolis, Minnesota  
Zip Code: 55407  
Telephone: 612-707-0119  
Email: \_\_\_\_\_

**Before Hennepin County Circuit Court**

300 6<sup>th</sup> St. SE Minneapolis, Minnesota

**FILED**

**MAY 23 2018**

LATIRA ANN BURNIP  
4328 CEDAR AVE S  
MINNEAPOLIS, MN 55407

Plaintiff(s)

Vs

Case No. 27-CV-18-8724

BENCH TRIAL ASKED

METRO MOTOR SALES INC  
5219 MINNEHAHA AVE.  
MINNEAPOLIS, MN 55417, CREDITOR AND DEBT COLLECTOR

METRO MOTOR SALES INC HEADQUARTERS  
5219 MINNEHAHA AVE.  
MINNEAPOLIS, MN 55417, CREDITOR AND DEBT COLLECTOR

Jointly together with their Insurances/Insurers by, through, and in their name

Defendant(s)

OooooooooooooooooO

COMPLAINT FOR UNLAWFUL DETAINER AND TO DECLARE PLAINTIFF THE OWNER WITH CLEAR  
TITLE

OooooooooooooooooO

COMES NOW, the Plaintiff(s) LATIRA ANN BURNIP and sues the Defendants METRO MOTOR SALES INC OF NORTH AMERICA, CREDITOR AND DEBT COLLECTOR and METRO MOTOR SALES INC HEADQUARTERS, jointly, and states as follows:

A. Introduction.

- i. May it please the court. This is a suit/action intended to REVIEW THE TRANSACTIONS AND INQUIRE INTO THE RECORDS APPERTAINING TO OBTAIN DECLARATION OF THE RIGHTS, DUTIES, AND LEGAL RELATIONS OF THE PARTIES INVOLVED in an auto financing transaction where Plaintiff has possession of the automobile AND HOPEFULLY TO THEN GAIN THE RELEASE OF ALL LIENS AND ENCUMBRANCES ON TITLE (CLOUDS ON TITLE/TRUE OWNERSHIP OUTRIGHT), TO DECLARE PLAINTIFF THE OWNER OF THE RES/PROPERTY OUTRIGHT FREE AND CLEAR, AND FOR DAMAGES - IF ANY - [HYBRID COMBINED COMMON LAW, DECLARATORY RELIEF, STATE FAIR DEBT COLLECTION LAW, AND CONSUMER PROTECTION LAWS SUIT].
- ii. Comes now Plaintiffs, together and in good faith and Honor, Pro Se Consumers pursuant to the Common law, Debt Collection Practices Laws, and Consumer Protection laws of this state, etc. in this Complaint to obtain possession of the vehicle now held by another taken by use of force from the private property of Plaintiffs, and to release liens and encumbrances, to declare Plaintiff the owner outright free and clear, and for damages.

B. Case/Claims.

1. This is an action to recover or maintain possession of a vehicle by enjoining any repossession efforts and seeking to compel issuance of a RELEASE OF LIEN on the title, to guarantee possession and to guarantee continued quiet enjoyment of PERSONAL property (VEHICLE), unlawfully detained or threatened to be unlawfully detained, pursuant to a repo action of nonjudicial and self-help nature threatening to take it and remove it from the area and Plaintiffs Possession.
2. The Plaintiff is in possession of the following Vehicle in the County 2005 PORCHE CHEYANNE 4 DOOR SUV SILVER VIN: WP1AC29P05LA92433 ACCT. NO.: 89263354 to which Plaintiff(s) claims title for the reasons stated herein below.
3. Defendant(s) refuses to cease and desist their involvement with the Vehicle and surrender possession of the property title to Plaintiff or issue a RELEASE.
4. Plaintiff has demanded the RELEASE, and as otherwise set forth herein below but suspects that repossession intent has been communicated.

a. C.f. ECONOMIC LOSS AND INJURY.

f.1. All set forth above is incorporated herein below by reference as if set forth more fully here.

f.2. The Intended loss here was and is the amount written in any original issue discount items (Promise and/or notes) drafted against Plaintiff and is based on monetization and securitization transactions.

f.3. The actual loss here was the amount of payments made and the value of the vehicle and is based on monetization and securitization transactions whereby funds were generated backed by Plaintiffs name and Endorsement, Plaintiff also was compelled to take time out of a busy schedule to handle numerous correspondence, to pay \$500.00 to date in fees, costs, and miscellaneous ancillary expenses, and ultimately lost time which would have gone toward other productive things which time to Plaintiff is very valuable.

f.4. Ordinarily under a fraud scheme circumstance, which it seems may be spelled out herein above and in the totality of the claims taken as a whole, TREBLE DAMAGES on the amount the accused attempted to gain is deemed reasonable recovery and restitution of sorts for the injured/Plaintiff in similar matters.

f.5. The totality of the circumstances seems to spell out an event of circumvention of the intent of the law without violating the express wording of the laws for example, but not exhaustive, the Accused allege a default or imply to impose default process and protest process upon Plaintiff knowing full well that Express Written Contract is implied by their conduct and that thusly EXHIBITION AND PRESENTMENT can be and should be demanded and where demanded eliminates the obligation for a Plaintiff/alleged debtor to do anything until and unless exhibition and presentment of the original instrument(s) can be made to the Plaintiff for honor, acceptance, payment, and/or performance upon inspection of its terms, conditions, and proof of holder-in-due-course thereof and any proofs as to chain of conveyance and authority to enforce presently.

f.6. On information and belief the accused never could demonstrate any authority to enforce and thusly the Defendants jointly and severally at all times material are believed to have had a common scheme and plan which involved misrepresentation through threats, duress, and coercion to mislead the Plaintiff into disregarding their

inability to show proper standing, enforcement authority, ownership or at least enforcement interest, and that no securitization or monetization had occurred and been declared to have been disclosed to Plaintiff where it had not been. Never have either of the accused reported to Plaintiff nor any other that Plaintiff is aware of that the instrument originals (promise and note) were lost, stolen, destroyed, or any power of attorney original conveyed or transferred to any other and notice was not waived where a series of transfers and changing hands confuses Plaintiff about who – if anyone – is still entitled to attempt to enforce against Him.

f.7. On information the accused Defendants were jointly and severally reporting to CONSUMER CREDIT REPORTING ENTITIES AND POSSIBLY DUNN AND BRAD STREET and thereby ruining the Plaintiffs good name and creditworthiness which causes economic injury and disqualifies Plaintiff for certain government jobs, benefits, and access to certain financial transactions beneficial to Plaintiff and Plaintiffs immediate household.

b. g. INTRASTATE and/or INTERSTATE PRIVATE SECURITIES LAWS VIOLATION REGARDING A PRIVATE SECURITY.

g.1. All set forth above is incorporated herein below by reference as if set forth more fully here.

g.2. SEC has been contacted and a package from privacy and FOIA filings will be delivered whereby the documents and STAFF will explain how, without violating US securities laws, the original private instruments were converted into batched securities to be sold and by such process the Defendant TFS swore that the obligations were satisfied and thereby forever converted the original instruments, or certified copies, into something that nullified the original instruments.

c. STANDING.

1. All set forth above is incorporated herein below by reference as if set forth more fully here.
2. There is concurrence of loss and injury as explained herein above as to Plaintiffs property, rights, interests, and peace of mind.

3. Less than insurance limits are asked for payment of the claims laid out herein full.
4. The accused are insured and there is insurance backing the contract(s), transactions, and parties involved here where applicable.
5. All accused do business as on information and belief they have and maintain personal and financial records naming Plaintiff and the same is considered a hallmark of doing business in this state.
6. The Accused are all capable of suing and being sued and their insurers are held as doing business in this state in relation to the transaction involved and the same have pledged themselves as surety in guarantee of payment and/or collection of claims made which fall within the coverages terms and extents in said policy or policies for insurance.
7. On information and belief the liability of the insurer and insured have both been triggered, and liability can be considered as reasonably certain at this juncture.
8. None of the facts are in dispute to date and it is believed that the only issue is clarification of the rights, duties, and legal relations of the parties and HOW much is DUE to PLAINTIFF and who exactly is responsible for satisfying the obligation.

d. ALL PREREQUISITE STEPS HAVE BEEN TAKEN BEFORE FILING SUIT AND EMERGENCY BY BREACH OF PEACE AROSE.

1. All set forth above is incorporated herein below by reference as if set forth more fully here.
2. All persons named Defendant and the insurers had prior notice of the claims and suit and have either remained silent, refused to settle or negotiate, or have frozen during negotiations and communications to resolve the claims and liability claimed by Plaintiff.



3. The silence of the accused and their insurers is a matter decided.
4. The failure and refusal to correct or even answer a claim for correction of business records on which adverse decisions having negative economic impact against Plaintiff are based has passed the time periods allowable by law and good faith dealings it is believed AND THEY HAVE DECLINED TO RELEASE THE VEHICLE or to give Plaintiff a release or clear title.
5. The time limits and periods allowed by law, and expressed in contracts if any and contract law, as well as in correspondence notices that Plaintiff provided as part of a private self-help process to negotiate an outcome or to get clarification on important material matters, have all lapsed and the choice not to participate by the other side is believed to be binding and reviewable here.
6. The Proof of insurance was sought expressly, and notice of injury and harm (by notice of claim) was duly and timely presented to date to the defendants, but the proof of insurance/insurance certificate has never been delivered and it is not believed that the claim was reported as the law requires impeding rights of the injured which implied and express refusals and decisions are reviewable here.
7. The accused knew what their actions, acts, errors, and omissions mean in law or must be presumed to have known and nonetheless they proceeded contrary to what it seems the law required of them under the circumstances such as silence where they are required to speak or be bound in silence, inaction where their silence could be relied upon to guarantee certain actions, and further demands where law suggests that no more demands could be made without certain actions, disclosures, or denials in writing and/or detailed explanation.

#### BENCH TRIAL

All set forth above is incorporated herein below by reference as if set forth more fully here.

BENCH TRIAL IS DEMANDED ON THESE CLAIMS ON ALL FACTS TRIABLE AND IN SUCH INSTANCES WHERE THE FACTS AND LAW ARE SO INEXTRICABLY INTERTWINED THAT TO DECIDE ONE IS TO DECIDE THE OTHER.

PRAYER

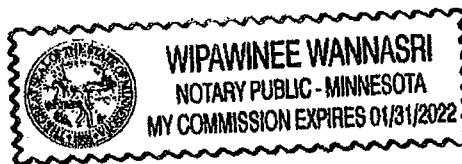
All set forth above is incorporated herein below by reference as if set forth more fully here. WHEREFORE Plaintiff(s) demands judgment for continued possession of the property, declaration of the rights, duties, and legal relations, review of the transactions involved, for costs and for such other relief as is just and proper:

- A. HEREBY MOVES FOR IMMEDIATE AND EMERGENCY AND Prejudgment (WRIT OF POSSESSION) TRO detinue and/or replevin enjoining removal of the car from his possession during the pendency of this action and then grant Permanent Injunction placing all back into Plaintiffs possession anything which may have been removed from him or by its nature be rightfully his to physically possess or which more likely than not will be adjudicated as his for physical possession by this proceeding;
- B. Grant judicial review and declare the rights and duties of the parties including Order the release of, and that all steps be taken to see to the release of, any and all LIENS AND ENCUMBRANCES which may have been created or made to appear to exist in any public or business record anywhere;
- C. Find and declare Plaintiff the Owner of the property involved in this suit outright free and clear to the exclusion of all others and nullifying forever all others claims of ownership, if any, existing;
- D. Order that all public and private records should be adjusted to reflect that Plaintiff is the Owner of the property involved in this suit outright free and clear to the exclusion of all others and all others claims of ownership, if any, existing;
- E. Grant and issue judgment reflecting Combined compensatory, punitive, and special Damages against the Defendant(s) for the sum certain amount of \$17,500.00
- F. Grant all other relief deemed warranted and favorable under the totality of the circumstances in favor of Your Plaintiffs cause.

5. Any signatures exhibited are not mine and any forgeries are not consensual, any declarations of the employees of 'Metro Auto Sales' made to support a theory that they are due monies from me or that they have original contracts or commercial agreements will not be supported by any original proofs of strict nature which is what the undersigned demands and has asked of Metro Auto Sales.
6. I am a victim and witness as to all stated.
7. The accounting above is accurate to the best of my knowledge, information, and belief and based on the information available to me the appraisal is appropriate.
8. I have never seen any proof or evidence that is contrary to the facts that I have set forth and I do not believe any such contrary facts, proof, or evidence exists whereas if it does or any asserts that it does I would demand the strictest proofs produced in open court for inspection by me personally and examination before this court absent which no such contrary facts, proof, or evidence is shown to exist.
9. The law has stated that nothing more than affidavits are necessary to make the prima facie case.
10. These facts are presented in Good Faith and Honor and further I say not.

Sworn and Signed:

/s/ *[Signature]*



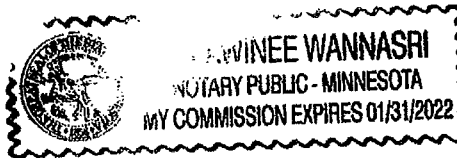
[L.S./SEAL]

dated

4/9/18

05/21/2018

PROOF OF SERVICE:



I DO HEREBY SWEAR THAT A TRUE AND CORRECT COPY HEREOF WAS PROVIDED TO THE COURT AND TO THE DEFENDANTS AS A REQUEST THAT THEY WAIVE SERVICE OF SUMMONS TO SAVE THE COSTS OF SERVING THEM AND ENTER THEIR APPEARANCE BY NOTICE TO THIS COURT OF INTENT TO DEFEND, APPEAR, OR OTHERWISE TO PLEAD WITHIN THE NEXT 60 DAYS BUT

- G. Affidavit in verification follows together with a certified copy of any self-help notice process and consumer protection protocols documents involved and used to date along with answers - if any (may be presented in camera as involving trade secrets and proprietary property not permitted to be freely and publicly published). And all herein is sworn truth, correct, and complete per the Laws of perjury and records laws of this state. It is anticipated that further information presently unknown may come to light and Plaintiff reserves the right to make such amendments as concealed information becomes available to make out the most specific statement of the claim as the proofs support.

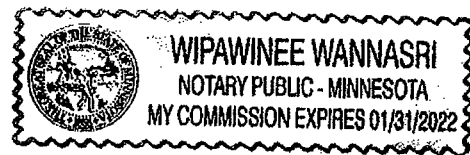
Respectfully Presented,

/s/x  05/21/18 [L.S./SEAL]

LATIRA ANN BURNIP

5219 MINNEHAHA AVE.

MINNEAPOLIS, MN 55417



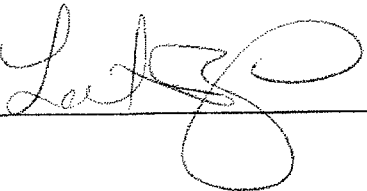
Affidavit of Truth in Verification\*\*\*\*\*

I, LATIRA ANN BURNIP, The Undersigned, do hereby state and affirm as follows under penalty of perjury under the laws of this state, nation, and locale.

1. I am over age 18 and competent to state these facts and to contract.
2. I have personal first-hand knowledge of all facts set forth herein and above.
3. All set forth herein and above is sworn true, correct, complete, and is not set forth for any improper purpose.
4. If called to restate any fact set forth herein or above I would do so verbatim before any and under inspection.

THAT THEY PROVIDE NOTICE THAT THEY WILL WAIVE WITHIN 21 DAYS OF RECEIPT HEREOF TO TAKE ADVANTAGE OF THE 60 DAYS TIME TO APPEAR, PLEAD, OR OTHERWISE DEFEND. If you will waive please notify the court at once and Plaintiff otherwise Plaintiff will see that you are served. If you wish to settle please contact Plaintiff, this is an attempt to amicably, honorably, promptly, and lawfully do due diligence regarding a claim of debt existence and anything obtained will be used for that purpose.

DONE BY USPS FCM POSTAGE PREPAID THIS DATE , 5/17/2018, BY PLACING IN THE US POSTAL SYSTEM ADDRESSED TO THE PARTIES NAMED HEREIN AND IN AND OF INTEREST WITH REGARDS HERETO BY ACCOUNTABLE MEANS. IF THE ACCUSED DO NOT TIMELY WAIVE, IT WILL BE ASKED THAT SERVICE ISSUE FORTH AND THAT THOSE FEES AND CHARGES BE CHARGED AGAINST THE ACCUSED UPON ENTRY OF JUDGMENT FOR THE PLAINTIFF. Done under penalty of perjury under the laws of this state.

SS:  - Ms. Latira Ann Burnip

## EXHIBIT A

CREDIT DISPARAGEMENT WARNING LETTER – CEASE AND DESIST NOTICE

VIA USPS CERTIFIED MAIL RRR 3/30/2018

AND BY NEXT DAY MAIL FED EX. ACCOUNTABLE MEANS

From:

LATIRA ANN BURNIP

C/o 2812 RAMSEY ST., STE 9054

FAYETTEVILLE, NC 28311

TO:

EXPERIAN CORP. – PO BOX 2002 ALLEN, TX 75013

EQUIFAX – PO BOX 740256 ATLANTA, GA 30374

TRANSUNION – PO BOX 34012 CHESTER, PA 19022

INNOVIS DATA SOLUTIONS – PO BOX 1640 PITTSBURGH, PA 15230-1640

CREDIT KARMA – 760 MARKET ST., SAN FRANCISCO CA 94102

DUNN AND BRAD STREET

ATTENTION ENTITY PERSONALLY VIA PRINCIPAL OFFICERS/BUSINESS OWNERS PERSONALLY

RE: Account Number/Claim/Debt Identity: LATIRA ANN BURNIP PAYMENTS ON NOTE ACCOUNT  
NUMBER 89263354 METRO MOTOR SALES INC 5219 MINNEHAHA AVE. MINNEAPOLIS, MN 55417  
[VERIFICATION OF AUTHORITY & PAYMENT NOTICE (**NOTICE OF CLAIM/NOTICE OF INTENT TO SUE**)]

Dear Sir(s),

This is notice to You and by and through you to all for whom you act as agent and principal and notice to principal is intended as notice to every agent, servant, workman, and privy with regards hereto.

Please send me an excerpt copy of your databases information as it pertains to me associated with my name and Social Security Number so that I can see exhaustively what is provided as your consumer credit report pertaining to me and that transaction to other creditors and persons as it pertains to the listed debt. Your information both current and old is believed to be possibly inaccurate and incomplete. Please identify and highlight for The Undersigned every negative remark currently on file, manner and source of verification of the negative items, and what authorization was represented by particular creditors providing negative remarks showing their authority to authenticate their authority to disseminate or otherwise use – relative to the reporting – The Undersigneds' SSN and DRL information. I am the listed Payor on the debt of record and the secondary party involved and named here is listed by the Creditor as the guarantor for payment and collection as Co-signer.

In Honor and Good faith The Undersigned consumers deemed debtors in your database(s) presents now regarding and in relation to demands and/or perceived threatening behaviors which appear to imply or which are designed to cause one to infer that this organization for the noted creditors (below) and this organization and all of your joint and several affiliates or personal representatives believe that sums of money and/or performance and/or obligation is owed unto the creditor and/or Your organization/You or to some party one whose behalf you are authorized to act in the stead of and to publish possible harmful information about me (private and commercial information including SSN and

DRL information it would appear) which can cause embarrassment and possible economic harm and/or injury by interference with the ability and likelihood of obtaining consumer and business credit. Per FCRA your information has to be accurate and take into consideration my comments if any. Those are below and annexed, with the notice annexed incorporated herein by reference as directed to all acting in or aiding in any way a debt collection act regarding the listed account.

////////////////////////////////////ABSTRACT, ORIGINAL WILL BE EXHIBITED TO THE COURT TO BE INSPECTED IN CAMERA UPON REQUEST AND DURING PROCEEDINGS

# **Exhibit B**



**Before Hennepin County Circuit Court**  
300 6<sup>th</sup> St. SE Minneapolis, Minnesota

LATIRA ANN BURNIP  
4328 CEDAR AVE S  
MINNEAPOLIS, MN 55407

Plaintiff(s)

Vs

Case No. 27-CV-18-8724

BENCH TRIAL ASKED

METRO MOTOR SALES INC  
5219 MINNEHAHA AVE.  
MINNEAPOLIS, MN 55417, CREDITOR AND DEBT COLLECTOR

CREDIT ACCEPTANCE  
25505 West Twelve Mile Road  
Southfield, MI 48034, CREDITOR AND DEBT COLLECTOR

Jointly together with their Insurances/Insurers by, through, and in their name

Defendant(s)

OooooooooooooooooO

1<sup>st</sup> AMENDED COMPLAINT

FOR UNLAWFUL DETAINER AND TO DECLARE PLAINTIFF THE OWNER WITH CLEAR TITLE

OooooooooooooooooO

COMES NOW, the Plaintiff(s) LATIRA ANN BURNIP and sues the Defendants METRO MOTOR SALES INC OF NORTH AMERICA, CREDITOR AND DEBT COLLECTOR and CREDIT ACCEPTANCE, CREDITOR AND DEBT COLLECTOR, jointly, and states as follows: A. Introduction.

- i. May it please the court. This is a suit/action intended to REVIEW THE TRANSACTIONS AND INQUIRE INTO THE RECORDS APPERTAINING TO OBTAIN DECLARATION OF THE RIGHTS, DUTIES, AND LEGAL RELATIONS OF THE PARTIES INVOLVED in an auto financing transaction where Plaintiff has possession of the automobile AND HOPEFULLY TO THEN GAIN THE RELEASE OF ALL LIENS AND ENCUMBRANCES ON TITLE (CLOUDS ON TITLE/TRUE OWNERSHIP OUTRIGHT), TO DECLARE PLAINTIFF THE OWNER OF THE RES/PROPERTY OUTRIGHT FREE AND CLEAR, AND FOR DAMAGES - IF ANY - [HYBRID COMBINED COMMON LAW, DECLARATORY RELIEF, STATE FAIR DEBT COLLECTION LAW, AND CONSUMER PROTECTION LAWS SUIT].
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1. This is an action to recover or maintain possession of a vehicle by enjoining any repossession efforts and seeking to compel issuance of a RELEASE OF LIEN on the title, to guarantee possession and to guarantee continued quiet enjoyment of PERSONAL property (VEHICLE), unlawfully detained or threatened to be unlawfully detained, pursuant to a repo action of nonjudicial and self-help nature threatening to take it and remove it from the area and Plaintiffs Possession. Credit Acceptance and Metro are interchangeable agents of one another it seems and where Metro is implied herein Credit Acceptance is accused and where Credit Acceptance is stated Metro is also accused however Metro may in fact be removable from the action and replaceable with Credit Acceptance however both are named herein until Metro asserts and certifies in the action that it in fact is Credit Acceptance who is the problem – solely – rather than them both or Metro having sold servicing rights/collection rights to Credit Acceptance or some equivalent such act.
2. The Plaintiff is in possession of the following Vehicle in the County 2005 PORCHE CHEYANNE 4 DOOR SUV SILVER VIN: WP1AC29P05LA92433 ACCT. NO.: 89263354 to which Plaintiff(s) claims title for the reasons stated herein below.
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4. Plaintiff has demanded the RELEASE, and as otherwise set forth herein below but suspects that repossession intent has been communicated.

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f.4. Ordinarily under a fraud scheme circumstance, which it seems may be spelled out herein above and in the totality of the claims taken as a whole, TREBLE DAMAGES on the amount the accused attempted to gain is deemed reasonable recovery and restitution of sorts for the injured/Plaintiff in similar matters.

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f.6. On information and belief the accused never could demonstrate any authority to enforce and thusly the Defendants jointly and severally at all times material are believed to have had a common scheme and plan which involved misrepresentation through threats, duress, and coercion to mislead the Plaintiff into disregarding their inability to show proper standing, enforcement authority, ownership or at least enforcement interest, and that no securitization or monetization had occurred and been declared to have been disclosed to Plaintiff where it had not been. Never have either of the accused reported to Plaintiff nor any other that Plaintiff is aware of that the instrument originals (promise and note) were lost, stolen, destroyed, or any power of attorney original conveyed or transferred to any other and notice was not waived where a series of transfers and changing hands confuses Plaintiff about who – if anyone – is still entitled to attempt to enforce against Him.

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3. The silence of the accused and their insurers is a matter decided.
4. The failure and refusal to correct or even answer a claim for correction of business records on which adverse decisions having negative economic impact against Plaintiff are based has passed the time periods allowable by law and good faith dealings it is believed AND THEY HAVE DECLINED TO RELEASE THE VEHICLE or to give Plaintiff a release or clear title.
5. The time limits and periods allowed by law, and expressed in contracts if any and contract law, as well as in correspondence notices that Plaintiff provided as part of a private self-help process to negotiate an outcome or to get clarification on important material matters, have all lapsed and the choice not to participate by the other side is believed to be binding and reviewable here.
6. The Proof of insurance was sought expressly, and notice of injury and harm (by notice of claim) was duly and timely presented to date to the defendants, but the proof of insurance/insurance certificate has never been delivered and it is not believed that the claim was reported as the law requires impeding rights of the injured which implied and express refusals and decisions are reviewable here.
7. The accused knew what their actions, acts, errors, and omissions mean in law or must be presumed to have known and nonetheless they proceeded contrary to what it seems the law required of them under the circumstances such as silence where they are required to speak or be bound in silence, inaction where their silence could be relied upon to guarantee certain actions, and further demands where law suggests that no more demands could be made without certain actions, disclosures, or denials in writing and/or detailed explanation.

#### BENCH TRIAL

All set forth above is incorporated herein below by reference as if set forth more fully here.

BENCH TRIAL IS DEMANDED ON THESE CLAIMS ON ALL FACTS TRIABLE AND IN SUCH INSTANCES WHERE THE FACTS AND LAW ARE SO INEXTRICABLY INTERTWINED THAT TO DECIDE ONE IS TO DECIDE THE OTHER.

#### PRAYER

All set forth above is incorporated herein below by reference as if set forth more fully here. WHEREFORE Plaintiff(s) demands judgment for continued possession of the property, declaration of the rights, duties, and legal relations, review of the transactions involved, for costs and for such other relief as is just and proper:

- A. HEREBY MOVES FOR IMMEDIATE AND EMERGENCY AND Prejudgment (WRIT OF POSSESSION) TRO detinue and/or replevin enjoining removal of the car from his possession during the pendency of this action and then grant Permanent Injunction placing all back into Plaintiffs possession anything which may have been removed from him or by its nature be rightfully his to physically possess or which more likely than not will be adjudicated as his for physical possession by this proceeding;
- B. Grant judicial review and declare the rights and duties of the parties including Order the release of, and that all steps be taken to see to the release of, any and all LIENS AND ENCUMBRANCES which may have been created or made to appear to exist in any public or business record anywhere;
- C. Find and declare Plaintiff the Owner of the property involved in this suit outright free and clear to the exclusion of all others and nullifying forever all others claims of ownership, if any, existing;
- D. Order that all public and private records should be adjusted to reflect that Plaintiff is the Owner of the property involved in this suit outright free and clear to the exclusion of all others and all others claims of ownership, if any, existing;

- E. Grant and issue judgment reflecting Combined compensatory, punitive, and special Damages against the Defendant(s) for the sum certain amount of \$17,500.00
- F. Grant all other relief deemed warranted and favorable under the totality of the circumstances in favor of Your Plaintiffs cause.
- G. Affidavit in verification follows together with a certified copy of any self-help notice process and consumer protection protocols documents involved and used to date along with answers - if any (may be presented in camera as involving trade secrets and proprietary property not permitted to be freely and publicly published). And all herein is sworn truth, correct, and complete per the Laws of perjury and records laws of this state. It is anticipated that further information presently unknown may come to light and Plaintiff reserves the right to make such amendments as concealed information becomes available to make out the most specific statement of the claim as the proofs support.

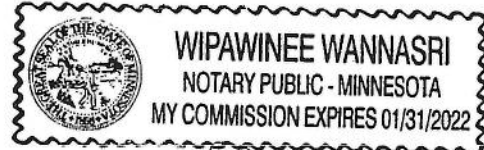
Respectfully Presented,

/s/  [L.S./SEAL]

LATIRA ANN BURNIP

5219 MINNEHAHA AVE.

MINNEAPOLIS, MN 55417



  
06/01/2018

Affidavit of Truth in Verification\*\*\*\*\*

I, LATIRA ANN BURNIP, The Undersigned, do hereby state and affirm as follows under penalty of perjury under the laws of this state, nation, and locale.

1. I am over age 18 and competent to state these facts and to contract.
2. I have personal first-hand knowledge of all facts set forth herein and above.



PROOF OF SERVICE:

I DO HEREBY SWEAR THAT A TRUE AND CORRECT COPY HEREOF WAS PROVIDED TO THE COURT AND TO THE DEFENDANTS TOGETHER WITH INITIAL COMPLAINT IN THIS SUIT THAT HAS BEEN FILED AS A REQUEST THAT THEY WAIVE SERVICE OF SUMMONS TO SAVE THE COSTS OF SERVING THEM AND ENTER THEIR APPEARANCE BY NOTICE TO THIS COURT OF INTENT TO DEFEND, APPEAR, OR OTHERWISE TO PLEAD WITHIN THE NEXT 60 DAYS BUT THAT THEY PROVIDE NOTICE THAT THEY WILL WAIVE WITHIN 21 DAYS OF RECEIPT HEREOF TO TAKE ADVANTAGE OF THE 60 DAYS TIME TO APPEAR, PLEAD, OR OTHERWISE DEFEND. If you will waive please notify the court at once and Plaintiff otherwise Plaintiff will see that you are served. If you wish to settle please contact Plaintiff, this is an attempt to amicably, honorably, promptly, and lawfully do due diligence regarding a claim of debt existence and anything obtained will be used for that purpose.

DONE BY USPS FCM POSTAGE PREPAID THIS DATE , 5/30/2018, BY PLACING IN THE US POSTAL SYSTEM ADDRESSED TO THE PARTIES NAMED HEREIN AND IN AND OF INTEREST WITH REGARDS HERETO BY ACCOUNTABLE MEANS. IF THE ACCUSED DO NOT TIMELY WAIVE, IT WILL BE ASKED THAT SERVICE ISSUE FORTH AND THAT THOSE FEES AND CHARGES BE CHARGED AGAINST THE ACCUSED UPON ENTRY OF JUDGMENT FOR THE PLAINTIFF. Done under penalty of perjury under the laws of this state.

SS:  \_\_\_\_\_ - Ms. Latira Ann Burnip

## EXHIBIT A

### CREDIT DISPARAGEMENT WARNING LETTER – CEASE AND DESIST NOTICE

VIA USPS CERTIFIED MAIL RRR 3/30/2018

AND BY NEXT DAY MAIL FED EX. ACCOUNTABLE MEANS

From:

LATIRA ANN BURNIP

C/o 2812 RAMSEY ST., STE 9054

FAYETTEVILLE, NC 28311

TO:

EXPERIAN CORP. – PO BOX 2002 ALLEN, TX 75013

EQUIFAX – PO BOX 740256 ATLANTA, GA 30374

TRANSUNION – PO BOX 34012 CHESTER, PA 19022

INNOVIS DATA SOLUTIONS – PO BOX 1640 PITTSBURGH, PA 15230-1640

CREDIT KARMA – 760 MARKET ST., SAN FRANCISCO CA 94102

DUNN AND BRAD STREET

ATTENTION ENTITY PERSONALLY VIA PRINCIPAL OFFICERS/BUSINESS OWNERS PERSONALLY

RE: Account Number/Claim/Debt Identity: LATIRA ANN BURNIP PAYMENTS ON NOTE ACCOUNT  
NUMBER 89263354 METRO MOTOR SALES INC 5219 MINNEHAHA AVE. MINNEAPOLIS, MN 55417  
[VERIFICATION OF AUTHORITY & PAYMENT NOTICE (***NOTICE OF CLAIM/NOTICE OF INTENT TO SUE***)]

Dear Sir(s),

This is notice to You and by and through you to all for whom you act as agent and principal and notice to principal is intended as notice to every agent, servant, workman, and privy with regards hereto.

Please send me an excerpt copy of your databases information as it pertains to me associated with my name and Social Security Number so that I can see exhaustively what is provided as your consumer credit report pertaining to me and that transaction to other creditors and persons as it pertains to the listed debt. Your information both current and old is believed to be possibly inaccurate and incomplete. Please identify and highlight for The Undersigned every negative remark currently on file, manner and source of verification of the negative items, and what authorization was represented by particular creditors providing negative remarks showing their authority to authenticate their authority to disseminate or otherwise use – relative to the reporting – The Undersigneds' SSN and DRL information. I am the listed Payor on the debt of record and the secondary party involved and named here is listed by the Creditor as the guarantor for payment and collection as Co-signer.

In Honor and Good faith The Undersigned consumers deemed debtors in your database(s) presents now regarding and in relation to demands and/or perceived threatening behaviors which appear to imply or which are designed to cause one to infer that this organization for the noted creditors (below) and this organization and all of your joint and several affiliates or personal representatives believe that sums of money and/or performance and/or obligation is owed unto the creditor and/or Your organization/You or to some party one whose behalf you are authorized to act in the stead of and to publish possible harmful information about me (private and commercial information including SSN and DRL information it would appear) which can cause embarrassment and possible economic harm and/or injury by interference with the ability and likelihood of obtaining consumer and business credit. **Per FCRA your information has to be accurate and take into consideration my comments if any. Those are below and annexed, with the notice annexed incorporated herein by reference as directed to all acting in or aiding in any way a debt collection act regarding the listed account.**

////////////////////////////////////ABSTRACT, ORIGINAL WILL BE EXHIBITED TO THE COURT TO BE INSPECTED IN CAMERA UPON REQUEST AND DURING PROCEEDINGS

## EXHIBIT B

**PROMISE TO HONOR AND PRESENTMENT DEMAND WITH NOTICE OF CLAIM & INTENT TO SUE  
NOTICE**

VIA USPS CERTIFIED MAIL RRR 3/30/2018

AND BY NEXT DAY MAIL FED EX. ACCOUNTABLE MEANS

From:

LATIRA ANN BURNIP

C/o 2812 RAMSEY ST., STE 9054

FAYETTEVILLE, NC 28311

To:

METRO MOTOR SALES INC

5219 MINNEHAHA AVE

MINNEAPOLIS, MN 55417, CREDITOR AND DEBT COLLECTOR

&

CREDIT ACCEPTANCE

25505 West Twelve Mile Road

Southfield, MI 48034, CREDITOR AND DEBT COLLECTOR

Re: DELINQUENCY NOTICES, REPO ACTION/LISTING, AND RECLAMATION

VERIFICATION OF AUTHORITY & PAYMENT NOTICE (***NOTICE OF CLAIM/NOTICE OF INTENT TO  
SUE***)

2005 PORCHE CAYENNE 4 DOOR SUV SILVER VIN WP1AC29P05LA92433 ACCT. NO. 89263354

Consolidated Creditor, and Debt Collector Agency Owner(s), Personally:

Sir(s), this is notice to you and by and through you to all for whom you act as agent and principal. I am currently involved with an event of alleged or threatened default on a loan

contract resulting for financing for an **automobile purchase on which my personal records reflect that I currently owe \$0.00**. It is my present understanding, from an occurrence which almost disturbed the peace and which I took as a personal affront to my peaceful enjoyment of my life and property, that a repo-action (self-help repo) is pending or initiated or both.

I have contacted someone who purports to be acting at the instance of the parties with whom I allegedly initially contracted for financing, except it seems as if they are actually in league with someone now that I did not actually contract with. I was alarmed at the possibility at first actually as I had kept in contact with You.

I have since then spoken with several representatives who don't seem to know much about who I am, about the nature of the obligation, the manner of the obligation claimed arising, nor who – or if anyone at all – originally contracted with me. Inquiry, or even minimum due diligence. I must do due diligence to provide for lawful discharge of the obligation(s) and accounts, if any exist to be settled to date.

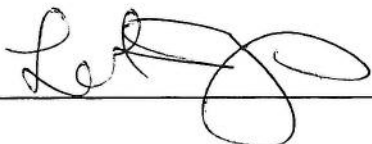
*So I contacted a specialist that I knew and SEC investigators that I am friendly with to do me a favor and see if they could forensically come up with some understanding and explanation. They suggested to me that there were indications that the contract – if any existed – had been securitized possibly for CUSIP and STRIPS registrations. I did not know what that was or how that could be so because I was not apprised that that would be the case or done by anyone. It is further suggested that where there is, and if there is, securitization that I as the issuer of the “note and promise” would be listed as the “issuer” authorizing the securitization event in SEC registration documentation. I am also informed that to apply for SEC Registration Numbers it was certified under oath that all parties obligations had been satisfied relative to that contract and securitization event. I believe that I owe \$0.00 on the car/acct.* and I am entitled to express explicit explanation and notice because I must authorize the transaction specifically and expressly before anyone could be authorized to sign as if I authorized a transaction or even know about it. I don't understand fully, and I won't pretend that I do. What I do understand though is that I am entitled to presentment and exhibition of the original contract that I signed and these people are saying that if there is securitization this cannot occur because the original contract and instrument that I signed does not exist in its original state and that it has been possibly embodied now as a part of some other subsequent transactions documents, batched, and sold.

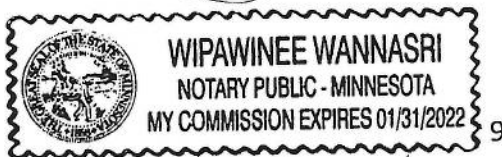
I do not protest and it is my every intent to honor any agreements. I unconditionally promise to settle this matter and pay or accept whatever you may present as an original from the Originator of and holder of the actual agreement (promise and note) that I tendered ...

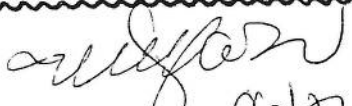
////////////////////ABSTRACT, ORIGINAL WILL BE EXHIBITED TO THE COURT TO BE INSPECTED IN CAMERA UPON REQUEST AND DURING PROCEEDINGS

3. All set forth herein and above is sworn true, correct, complete, and is not set forth for any improper purpose.
4. If called to restate any fact set forth herein or above I would do so verbatim before any and under inspection.
5. Any signatures exhibited are not mine and any forgeries are not consensual, any declarations of the employees of 'Metro Auto Sales' AND/OR 'Credit Acceptance' made to support a theory that they are due monies from me or that they have original contracts or commercial agreements will not be supported by any original proofs of strict nature which is what the undersigned demands and has asked of Metro Auto Sales.
6. I am a victim and witness as to all stated.
7. The accounting above is accurate to the best of my knowledge, information, and belief and based on the information available to me the appraisal is appropriate.
8. I have never seen any proof or evidence that is contrary to the facts that I have set forth and I do not believe any such contrary facts, proof, or evidence exists whereas if it does or any asserts that it does I would demand the strictest proofs produced in open court for inspection by me personally and examination before this court absent which no such contrary facts, proof, or evidence is shown to exist.
9. The law has stated that nothing more than affidavits are necessary to make the prima facie case.
10. These facts are presented in Good Faith and Honor and further I say not.

Sworn and Signed:

/s/  [L.S./SEAL] dated 4/9/18



  
06/07/2018



**FORM 22 - NOTICE AND ACKNOWLEDGMENT OF SERVICE BY MAIL  
NOTICE**

TO: **CREDIT ACCEPTANCE**, C/O Attn:CEO Bret A. Roberts, 22505 TWELVE MILE ROAD, SOUTHFIELD, MI 48034

The enclosed summons and complaint are served pursuant to Rule 4.05 of the Minnesota Rules of Civil Procedure.

You must complete the acknowledgment part of this form and return one copy of the completed form to the sender within **20** days.

Signing this Acknowledgment of Receipt is only an admission that you have received the summons and complaint, and does not waive any other defenses.

You must sign and date the acknowledgment. If you are served on behalf of a corporation, unincorporated association (including a partnership), or other entity, you must indicate under your signature your relationship to that entity. If you are served on behalf of another person and you are authorized to receive process, you must indicate under your signature your authority.

If you do not complete and return the form to the sender within 20 days, you (or the party on whose behalf you are being served) may be required to pay any expenses incurred in serving a summons and complaint in any other manner permitted by law.

If you do complete and return this form, you (or the party on whose behalf you are being served) must answer the complaint within 20 days. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

I declare, under penalty of perjury, that this Notice and Acknowledgment of Receipt of Summons and Complaint was mailed on (insert date).

by: *Diana Bernier*  
Signature All Rights Reserved

6/1/2018  
Date of Signature

**ACKNOWLEDGMENT OF RECEIPT OF SUMMONS AND COMPLAINT**

I declare, under penalty of perjury, that I received a copy of the summons and of the complaint in the above-captioned matter at 22505 TWELVE MILE ROAD, SOUTHFIELD, MI 48034

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Signature

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Relationship to Entity/Authority to  
Receive Service of Process

---

Date of Signature

(Added March 21, 1985, effective July 1, 1985.)